

Contract no. 1416

A G R E E M E N T

Between

THE CAMDEN COUNTY LIBRARY COMMISSION

and

LOCAL 1454, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
DISTRICT COUNCIL 71, AFL-CIO

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Effective: January 1, 1991 through December 31, 1993

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PREAMBLE

This Agreement entered into this 10th day of September 1991 by and between the CAMOEN COUNTY LIBRARY COMMISSION, hereinafter called the "Commission" and Local 1454, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, District Council 71, AFL-CIO, hereinafter called "Union", has as its purpose the promotion of harmonious relations between the Commission and the Union; the establishment of an equitable, prompt and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to avoid interruptions of and interference with services; and represents the complete and final understanding on all bargainable issues between the Commission and the Union.

ARTICLE I

RECOGNITION

Section A. The Commission recognizes the Union as the sole and exclusive collective bargaining representative of full-time and part-time employees, as hereinafter defined, employed by the Commission in the following job classifications: Library Page; Library Assistant; Library Assistant/Typing; Senior Library Assistant; Senior Library Assistant/Typing; Principal Library Assistant/Typing; Clerk Typist; Senior Clerk Typist; Principal Clerk/Typing; Principal Account Clerk/Typing; Telephone Operator/Receptionist/Typing; Library Clerk Driver; Offset Machine Operator; Computer Operator Trainee; Computer Operator; Audio Visual Clerk; Senior Audio Visual Clerk; Audio Visual Repairer; Library Exhibit Artist/Senior Library Assistant; Building Maintenance Worker; Senior Building Maintenance Worker, as set forth in the Certification of Representative in PERC Case No. RO-1027.

Section B. All other persons employed by the Commission including the Library Director, Assistant Director, Supervising Librarian, Supervisor Building Service, Supervising Library Assistant; Student Assistants and Supervisors (as defined under the Public Employment Relations Act as amended, called "The Act"), are expressly excluded from the bargaining unit covered

by this Agreement.

Section C. Recognition hereunder shall not be interpreted as having the effect of abrogating in any way the rights of employees as established under Chapter 303, Laws of 1968, N.J.S.A. 34:13A-1 et seq. or the responsibilities of the Commission under applicable statutes, regulations and ordinances.

Section D. The term "employee" or "employees" as used in this Agreement shall refer only to the individuals employed in the classifications set forth in Article I Section A and shall include males and females.

Section E. The term "full-time employee" shall refer only to an employee who regularly and customarily is scheduled to work at least thirty-five (35) hours per week or more on a year-round basis.

Section F. The term "part-time employee" shall refer only to an employee who regularly and customarily is scheduled to work less than thirty-five (35) hours per week on a year-round and permanent basis.

Section G.

(1) A "temporary employee" shall refer only to an employee a) who is hired for a period of up to four (4) months and is so informed at the time of hire, or b) who is hired for the duration of a special project or group

of assignments, or c) is hired to replace an employee who is on vacation or on any contractual leaves of absence provided herein.

(2) The four (4) month period may be extended at the option of the Commission to an additional four (4) months or for the entire length of a contractual leave and the said employee shall still be considered a temporary employee.

(3) Upon the return of the temporarily replaced employee, or the expiration of the temporary employment, the Commission may either terminate the temporary employee or retain the temporary employee in a unit classification as set forth in Article I Section A. In the event the said employee is retained, he/she shall be covered by the terms of this Agreement in the same manner as all newly hired regular full-time and regular part-time employees.

#### Section H.

(1) A "casual employee" shall refer only to an employee who is not scheduled to work on a regular and frequent basis by the Commission, but who may be called in from time to time when the Commission deems necessary.

(2) A casual employee, as defined herein, shall not be covered by the terms and conditions of this Agreement during his/her period of casual employment.

#### Section I. A "provisional employee" shall refer

only to an employee who is not otherwise permanently appointed or assigned to a job classification having yet to be certified or successfully qualify for the position under the terms, requirements and procedures of the New Jersey Civil Service Commission.

Section J. A "permanent employee" shall refer only to an employee who has successfully passed an open competitive or promotional examination, has been appointed and has satisfactorily completed the probationary period set forth in this Agreement, or an employee in a non-competitive position who has satisfactorily completed the probationary period hereunder.

Section K. Agency Shop.

(1) The Commission agrees to deduct the fair share fees from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union. Thirty (30) days after employment agency shop dues are to be deducted. Ninety (90) days after employment, they are eligible to join the Union and the full amount is to be deducted with notification.

(2) The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment

shall also be furnished to the New Jersey Public Employment Relations Commission.

(3) The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

(4) The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Commission or the County of Camden Government.

(5) The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Commission or any other agency of the County of Camden Government or require the Commission or any such agency to take any action other than to hold the fee in escrow pending resolution of the appeal.

(6) The Union hereby indemnifies, agrees to defend, and saves harmless the Commission and any and all other agencies of the County of Camden Government against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Commission or any such agency in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Commission or any such agency, or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union, advising of such changed deduction.

Section L. Director. The term "Director" shall refer to the individual who, at any time during the term of this Agreement, is appointed by the Commission as the Director of the County Library.

## ARTICLE II

### SENIORITY

Section A. Seniority is defined as an employee's total length of service with the Commission, beginning with his or her date of hire.

Section B. An employee who incurs a break in service with the Employer (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he or she was not employed by the Commission.

Section C. The Commission shall maintain an accurate, up-to-date seniority roster showing the date of hire, permanent appointment date, classification and rate of pay of each employee covered by the Agreement, and the Commission shall furnish copies of same to the Union upon reasonable request.

## ARTICLE III

### HOURS OF WORK

Section A. The regularly scheduled work week throughout the term of this Agreement shall consist of any five (5) days from Monday to Saturday, inclusive.

Section B. Work shifts will be assigned after discussion with employees affected, and with at least one (1) week's advance notice. Work shifts will be:

- First      8:00 a.m. - 4:00 p.m. or  
                  9:00 a.m. - 5:00 p.m. or  
                  9:45 a.m. - 5:45 p.m. (Saturday)  
                  10:00 a.m. - 6:00 p.m. or  
                  12:45 p.m. - 4:45 p.m. (Sunday)  
                  1:00 p.m. - 5:00 p.m. (Sunday)
  
- Second     11:45 a.m. - 7:45 p.m. or  
                  12:00 Noon - 8:00 p.m. or  
                  1:00 p.m. - 9:00 p.m.

No employee will be assigned more than two (2) second shift days within a six (6) day (one (1) week) period.

Section C. Where the nature of the work involved requires continuous operations on a twelve (12) hour per day, six (6) day week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have

an equal share of Saturdays off, distributed as evenly as possible through the year.

## ARTICLE IV

### OVERTIME

Section A. "Overtime" refers to any time worked beyond the regular hours of duty, which, for the titles covered by this Agreement, is presently seven (7) hours per day, and is granted only when an employee is ordered to work by a supervisor.

Section B. Employees on an hourly or seasonal basis are not eligible for overtime.

Section C. Overtime shall be compensated at the rate of one and one-half (1 1/2) the employee's regular rate of pay. Overtime shall be paid under any of the following conditions:

(1) All work performed in excess of the employee's regular hours of duty in any one (1) week except those hours for which time and one-half or double is compensated shall not be included in the base weekly hours.

(2) All work performed in excess of the employee's regular hours of duty in any one (1) day.

(3) Those employees whose regularly scheduled shift of duties requires them to work on a holiday as defined herein shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to being paid for the hours worked on the holiday.

Section D. Employees working on Sunday will receive seven (7) hours pay for four (4) hours of work provided such work does not fall within the regular shift of duty.

Section E. When employees are assigned to perform work on the 6th consecutive day of their scheduled work week, they shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay. When such employees are assigned to work on the 7th consecutive day, they shall be compensated by double their regular rate of pay.

Section F. Overtime shall be paid no later than the second pay period after the overtime is performed.

Section G. Any employee who is requested and returns to work during periods other than his or her regularly scheduled shift shall be paid time and one-half for such work and be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked. If the employee's call in time work assignment and his or her regular work shift overlap, he or she shall be paid time and one-half for that period worked prior to or after the regular shift. Thereafter, for the balance of his or her regular work shift, he or she shall be paid at the appropriate rate.

Section H. Overtime work shall be distributed as

equally as possible among employees within the same classification.

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equally as possible among employees within the same classification.

## ARTICLE V

### RATES OF PAY

Section A. The pay rates for all employees covered by this Agreement shall be increased as set forth in Appendix A. New or additional employees to be hired during the term of this Agreement shall be governed by the pay scale.

Section B. In any case, where a position requires a person with special qualifications, the Commission may make such an adjustment in the hiring rate as it deems necessary to properly and justifiably fill a position.

Section C. The salary authorized under these regulations shall be interpreted as exclusive of any bonus payments or longevity pay, authorized pursuant to statute.

Section D. The pay rates provided for in this Agreement are fixed on the basis of full-time service in a full-time position. If any position is, by action of the Commission, established on a basis of less than full-time service, or if, with the approval of the Commission, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of pay provided for the position (unless otherwise stated) shall be proportionately reduced in computing the pay rate

payable for part-time service.

Section E. When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his or her existing title) from one class or title to another having a higher salary, then his or her salary shall be adjusted so that the employee is guaranteed an annual increase of at least 5%. In no event shall such employee's salary be less than that which he or she received in his/her prior title.

Section E. An employee who performs work in a higher paid classification than his or her own shall be certified for such work after he or she has performed such work for three (3) consecutive weeks full time. Employees undergoing on-the-job training will not be considered as performing work in a higher paid classification. Such on-the-job training will not exceed twelve (12) consecutive weeks. Any employee undergoing on-the-job training will be paid at the rate of his or her own classification.

## ARTICLE VI

### DIFFERENTIAL PAY

Section A. Employees assigned to the second shift (11:45 A.M.-7:45 P.M.; 1:00 P.M.-9:00 P.M.; 12:00 Noon-8:00 P.M.) shall be compensated at an additional rate of 10% of the hourly rate for those days on which they are assigned to the second shift, provided such employees regular work day schedule is seven (7) or more hours.

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longevity shall be paid. In case of death, longevity will be paid to the employee's estate.

Section C. Length of service as that term is used herein shall be defined as an employee's total length of service with the Commission, beginning with his date of hire.

## ARTICLE VIII

### SICK LEAVE

Section A. For purposes herein, "sick leave" is defined to mean absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of the position, exposure to contagious disease, or a short period of emergency attendance to a member of the immediate family critically ill and requiring the presence of such employee. The need to attend a member of the immediate family must be certified in writing by the attending physician.

Section B. Immediate family is defined as father, mother, spouse, child, foster child, sister, brother, grandmother, grandfather or grandchild of the employee. It shall also include other relatives of the employee residing in the employee's household.

Section C. All permanent and provisional full-time employees shall be entitled to sick leave with pay. All part-time permanent and provisional employees shall be entitled to sick leave with pay on a prorated basis. Temporary employees, casual employees and other employees, including but not limited to those on an hourly or seasonal basis are not eligible for sick leave.

Section D. Sick leave with pay shall accrue at the rate of one (1) working day for each month of service from the date of permanent appointment up to and including December 31st, next following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter.

Section E. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year, and the employee shall be entitled to such accumulated sick leave with pay if and when needed.

Section F. If any employee is absent for five (5) consecutive working days for any of the reasons set forth in Article VIII Section A, the Commission may require acceptable medical evidence in writing. The nature of the illness and the length of time the employee will be absent should be stated on the doctor's certificate.

Section G. At the discretion of the Director at any time an employee seeking sick leave may be required to submit medical evidence. If sick leave is not approved, the time involved during which the employee was absent shall be charged to vacation credit.

Section H. An employee who does not expect to report to work on any working day for any reason listed

in Article VIII Section A, shall notify the office by telephone or personal messenger within one (1) hour of the beginning hour of the shift assigned. Failure to do so may result in the loss of pay for the period of absence.

Section I. Permanent employees with twenty (20) years or more of continuous service in the Camden County Library, and who retire at age sixty-five (65) or over, will be entitled to receive pay for one-half (1/2) of accumulated sick leave at retirement. Regulations and guidelines for the administration and entitlement of accumulated sick leave and computation thereof shall follow those set forth in N.J.A.C. 4:5-5.1.

Section J. Abuse of sick leave may be cause for disciplinary action.

## ARTICLE IX

### VACATIONS

Section A. All permanent employees and full-time provisional employees shall be entitled to vacation leave based on their anniversary of date of hire as follows:

Date of hire through 23rd month of employment:  
1 day per month or 12 days per year  
  
24th month of employment: 13 days per year  
36th month of employment: 14 days per year  
48th month of employment: 15 days per year  
60th month of employment: 16 days per year  
72nd month of employment: 17 days per year  
84th month of employment: 18 days per year  
96th month of employment: 19 days per year  
108th month and over: 20 days per year

Section B. Periods of a leave of absence without pay shall be deducted from an employee's total continuous service for purposes of determining the earned seniority credit for vacation leave.

Section C. Permanent part-time employees shall receive vacation credits on a proportionate basis.

Section D. If within any calendar year the vacation or any part thereof is not taken, such vacation or any part thereof not taken may accumulate and shall be

granted during the next succeeding calendar year only.

Section E. Vacation requests must be submitted and approved by June 1st of each year. Changes after that date may be made with the employee's supervisor's approval, and notification to the Business office. The time requirement hereunder may be waived at the Commission's discretion.

Section F. Vacation days may be taken in units of hours.

## ARTICLE X

### LEAVES OF ABSENCE

Section A. "Leave of absence" shall be defined as an authorized absence from work with or without pay which is not chargeable to sick leave or vacation leave.

Section B. Permanent employees may request a leave of absence without pay for good cause not to exceed six (6) months.

Section C: All requests for leave of absence without pay must be approved by the Director.

Section D. Employees may return to work prior to the expiration of their approved leave of absence upon making appropriate arrangements with the Director at least fifteen (15) days prior to their anticipated return if leave is three (3) months or less, and at least thirty (30) days if leave is more than three (3) months.

Section E. Request for leave must be made in writing and submitted to the Director via the supervisor or branch librarian in a timely manner as determined by the Director. Documentation must accompany said request, and must include the dates from beginning to termination of such leave if this can be determined.

Section F. The employer agrees to provide leaves of

absence with pay for Union business for Local Union Officers and/or Union Delegates. A total of fifteen (15) days of such leave shall be granted in each year of this Agreement. Any leave not utilized shall not be carried to succeeding or subsequent years. Additional leave may be granted for specific reasons subject to the approval of the Director. The Union shall request the use of the above stated days time in writing seven (7) days prior to use.

Section G. At the discretion of the Library Director, employees may be granted time off with pay to attend job related meetings or conferences that are sponsored by library-oriented organizations.

ARTICLE XI

MILITARY LEAVE

Section A. Military leave will be granted in accordance with New Jersey State Statutes and Rules and Regulations.

## ARTICLE XII

### EDUCATIONAL LEAVE

Section A. The Director may grant an employee educational leave.

Section B. The purpose of such leave is to permit an employee to pursue special work or a training course related to Library employment which will improve the employee's competence and capacity in the service.

Section C. Such training must be of direct value to the Commission and limited to providing knowledge and skills which cannot be provided through available in-service training.

Section D. Educational leave, if granted, would be without any loss of pay to the employee.

Section E. The cost of the course shall be refunded to the employee provided the work has been completed satisfactorily.

Section F. Such education leave shall be limited to one (1) course per employee per year.

ARTICLE XIII

EMERGENCY OR SPECIAL LEAVE

Section A. An employee shall be given time off without loss of pay when he or she is required to perform emergency civilian duty in relation to national defense or other emergency declared by the Governor of New Jersey or President of the United States.

## ARTICLE XIV

### JURY DUTY LEAVE

Section A. Any employee called to jury duty as certified by the Clerk of the Court shall be granted time off without loss of pay, subject to the following conditions:

- (1) The employee must notify his/her supervisor immediately upon receipt of a summons for jury service;
- (2) The employee has not voluntarily sought jury service; and
- (3) The employee submits adequate proof of the time served on jury duty.

Section B. If, on any given day, an employee is attending jury duty, he or she is released by the court prior to 11 o'clock a.m., that employee shall be required to return to work by 12 o'clock noon that day in order to receive pay for that day. An employee will be paid only for the time actually required to serve on jury duty.

## ARTICLE XV

### COURT APPEARANCE

Section A. Any employee subpoenaed to appear as a witness before a court, legislative committee or quasi-judicial body for actions and/or conduct arising out of his/her employment with the Commission will be excused for the time of the appearance without loss of pay, as long as such appearance is not a consequence of conduct by the employee which violates Article XXIX - Strikes and Lockouts of this Agreement.

## ARTICLE XVI

### MEDICAL LEAVE

Section A. An employee who is temporarily either mentally or physically incapacitated to perform his or her duties or for any good reason as determined by the Director may be granted special leave of absence, without pay. Such leave shall be granted at the Director's sole and exclusive discretion. Any employee seeking such special leave shall submit his or her request, in writing, stating the reason why, in his or her opinion, the request should be granted, the date when he or she desires the leave to begin and the probable date of his or her return to duty. Before returning to work, the employee must present a note from the attending physician stating that she/he is fit to perform the job. Any temporary exception must be noted by the physician.

## ARTICLE XVII

### BEREAVEMENT LEAVE

Section A. In the event of death of an employee's spouse, child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed five (5) working days and notwithstanding the occurrence of the funeral of said relative prior to the expiration of five (5) days.

Section B. In the event of death of any employee's grandparent, grandchild, or relative residing in the employee's household, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days and notwithstanding the occurrence of the funeral of said relative prior to the expiration of three (3) days.

Section C. Employees should notify their supervisors as soon as possible when such leave is needed.

## ARTICLE XVIII

### PERSONAL BUSINESS LEAVE

Section A. All full-time employees shall be entitled to three (3) personal leave days per year, after the first year of such full-time employment, for necessary and important personal reasons.

Section B. Necessary important reasons shall include but not be limited to: property settlement, religious holidays, christening, marriage in immediate family, or the accomplishment of personal business which can only be carried out on the day for which leave is sought.

Section C. Permanent part-time employees will be entitled to personal business days, prorated, for emergencies not covered by other provisions, with approval from the Director.

Section D. Personal days shall not normally be taken in conjunction with vacation or sick leave and must be taken in the year given. Personal days are not cumulative and may not be carried to succeeding or subsequent years.

Section E. Requests for personal leave must be submitted to the Director for approval, which approval shall not be unreasonably withheld, at least three (3)

days in advance of the leave day(s) sought.

Section E. Recognizing that emergencies arise which do not allow for advance notification, an employee may request a personal business day by notifying his or her immediate supervisor of the nature of the emergency. Such emergency shall be limited to those that either endanger life or health, such as a failure in the heating system during winter months; make transportation to work impossible, such as dead battery; or a family event of an important nature, such as a birth. Repair of household appliance, installation of furnishings and the like do not constitute an emergency, and must be arranged on the employee's own time.

Section G. Personal business days may be taken in units of hours.

## ARTICLE XIX

### HOLIDAYS

Section A. The following days are recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve (1/2)
July 4th (Independence Day)	Christmas Day
Labor Day	

Section B. All employees shall be entitled, as an additional holiday, to a day off for their birthday. Such holiday must be taken within seven (7) days of the employee's actual birthday with the approval of the employee's supervisor.

Section C. Employees shall be entitled to an additional one-half (1/2) holiday, at the employee's option, provided such time is approved in advance by the employee's supervisor.

Section D. Holidays recognized in Section A which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. When a holiday falls

on a Saturday, employees whose work week is Monday through Friday will receive Friday as the holiday. Those who are normally scheduled to work on Saturday will receive Saturday as the holiday. When a holiday falls on a Sunday, employees whose work week is Monday through Friday will receive Monday as the holiday. Those who are normally scheduled to work on Sunday will receive Sunday (7 hours) as the holiday.

Section E. Should an official holiday fall within an employee's vacation period, employee may, at his/her option, celebrate the holiday immediately following his/her vacation.

Section E. It is specifically understood that there shall be only one day of celebration in the event that holidays are celebrated on a day other than the actual date of said holiday, and no additional pay shall be received because of the adjustment on the date of celebration.

## ARTICLE XX

### RELIGIOUS HOLIDAYS

Section A. Employees may use personal days, vacation days, or compensatory time for the observation of established religious holidays, other than those listed as paid holidays.

Section B. In the event that personal days, vacation days and compensatory time have been exhausted, absence for religious observance will be charged to the employee as leave without pay.

## ARTICLE XXI

### INCLEMENT WEATHER

Section A. All employees will be expected to report as scheduled unless notified that the Library will be closed because of inclement weather, in which case the employees will receive their regular pay, if they were scheduled to work.

Section B. There shall be no shift differential for employees assigned to evening hours on such days unless the employee actually worked on such day.

Section C. If an employee cannot report to work because of severe weather conditions, the time lost from work will be charged against personal business.

Section D. In the event that no personal days remain, the time lost from work will be charged to vacation or as time off without pay, at the employee's option.

Section E. If an employee is unable to report for work, the employee must call in to report the absence to the supervisor as soon as possible on the work day.

Section F. If an emergency closing falls on an employee's vacation day or prearranged personal business day, the time will still be charged to arranged leave. If the library closes for part of a day because of

inclement weather or other emergency, sick time or  
emergency personal leave will be charged only for the  
time the library was open.

## ARTICLE XXII

### INSURANCE

Section A. The County may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits as exist under the 1989/90 contract are provided, except as provided below.

1. The prescription co-pay shall be three dollars (\$3.00) per prescription.
2. Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the state formulary list and the doctor does not specify that only a brand name may be used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies "dispense as written", the pharmacist must dispense whatever is specified and the participant shall pay only the co-pay. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and the non-generic prescription drug in addition to the co-pay.
3. Employees are encouraged to utilize the services of "Preferred Providers". The County will be responsible for designating such "Preferred Providers". This program is strictly voluntary

and shall not reduce the level of benefits currently provided pursuant to the County's self-insured program.

- a. Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one full year. At the end of the year, an employee may opt out of the "Preferred Provider" and revert back to the standard County insurance plan.
  - b. Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.
  - c. Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.
4. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted the County will only pay for fifty percent (50%) of the total cost of said surgery

and all related treatment and services.

Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's self-insured benefits program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

#### ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
  2. Cataract Removal
  3. D & C (Dilation & Curettage)
  4. Hemorrhoidectomy
  5. Herniorraphy
  6. Hysterectomy
  7. Knee surgery
  8. Spinal & Vertebral Surgery
  9. Ligation & Stripping of Varicose Veins
  10. Mastectomy or other Breast Surgery
  11. Prostatectomy
  12. Submucous Resection
  13. Tonsillectomy and/or Adenoideectomy
5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

#### PROCEDURES WHICH MUST BE PERFORMED ON AN OUTPATIENT BASIS

1. Tonsillectomy and/or Adenoideectomy

2. Simple hernia repair
3. Excision of skin lesions and cysts
4. Minor gynecological procedures
5. Cataract Removal
6. Dilation and Curettage
7. Tubal Ligation
8. Knee Surgery
9. Bunionectomy
10. Submucous Resection
11. Biopsies
12. Correction of Hammer Toes
13. Removal of Foreign Body
14. Vasectomies
15. Bronchoscopy
16. Laryngoscopy
17. Minor Fractures

6. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.
7. There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
8. Participants in the County's self-insured health

benefit program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error up to a maximum of \$100.00 per bill.

9. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
10. All participants currently retired from the County and those who retire from the County with less than twenty-five (25) years of service with the County, but more than five (5) years of service with the County, shall continue to

receive all health benefits in accordance with paragraph A above, and at the same cost to the participant as currently exists. All employees who retire from the County with five (5) years of service or less with the County as of their date of retirement, shall be entitled to receive all health benefits as set forth in paragraph A above at a cost of fifty percent (50%) of the actual cost for the type of coverage selected by participants as established by the County and adjusted on an annual basis. Any participant who is ineligible for retirement and who ceases to be employed by the County for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed 120 days at a cost of fifty percent (50%) of the County's actual cost.

Section B. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65.

Section C. The County will pay health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired after twenty-five (25) years of service with the County.

Section D. During the term of this Agreement, there

shall be no change in the Group Hospital Medical Plan presently maintained and paid for by the Commission on behalf of the employees, except in the case of a new plan that is the equivalent or better.

Section E. All new employees are to be advised of the Hospital Plan at the time of hire.

Section E. Any employee covered by this agreement may choose, in writing, during the enrollment period, to participate in the "optional health benefits program". Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance coverage through a working spouse or who choose not to maintain the County's health coverage.

1. If an employee chooses to participate in this program and selects one of the options set forth below, the employee shall receive the monetary incentive specified.
2. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. If an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will immediately and retroactively to the date of cessation of the spouse's coverage restore the employee, his or her spouse or dependents to coverage under the Rasmussen Plan for the

remainder of that year. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment. Where an employee participates in the program for less than one (1) full year, the County shall be entitled, through payroll deductions, to recoup the prorated balance of the incentive paid. The employee shall authorize the payroll deductions, in writing, at such time as the employee opts to participate in the program.

### 3. Optional Health Benefits Program:

<u>Employee's Current County Coverage</u>	<u>Option</u>	<u>Incentive</u>
1) Employee & Spouse	Drop County coverage Spouse's plan covers employee and spouse.	\$400 per year
2) Employee & Spouse	Drop County coverage for spouse. Spouse covered under spouse's plan.	\$200 per year
3) Family (Employee, Spouse & Children)	Drop all County cov- erage. Employee, spouse and children covered under spouse's plan.	\$500 per year
4) Family (Employee, Spouse & Children)	Drop County coverage for spouse. Spouse covered under spouse's plan. Employee and children continue under County plan.	\$200 per year
5) Family (Employee, Spouse & Children)	Drop County coverage for spouse and chil- dren. Spouse and chil- dren covered under spouse's plan. Employee continues under County plan.	\$300 per year

The incentive shall be paid to the employee no later than one (1) month after the effective date of the option.

## ARTICLE XXIII

### FRINGE BENEFITS

Section A. Temporary Disability: When an employee is injured on duty, he or she shall receive Worker's Compensation due him or her plus the difference between the amount received as compensation to him or her and his or her net salary, not gross, during the period of temporary disability only, up to a maximum of forty-five (45) working days. Thereafter, in the event of continued temporary disability beyond the forty-five (45) day period, the employee shall receive Worker's Compensation and his or her salary during the period of temporary disability only; which difference shall be charged against his/her sick leave and provided further that the employee signs a form authorizing the Commission to charge the time lost to sick leave.

Section B. Coffee Break: Full-time employees scheduled for a 7-hour day will be entitled to one 15-minute coffee break for each 3.5 hours worked. This shall not be accruable.

Section C. Dental Plan: The Commission shall pay monthly to Local 1454, AFSCME, the amount of \$12.50 per employee, to include all employees who work twenty (20) hours or more per week. The dental plan shall continue for the duration of this Agreement under the terms and

conditions set forth in the original Agreement with the William T. DeFeo Dental Plan. All new employees shall become eligible for the plan after ninety (90) days. The Commission shall have the right to have the Union Dental Plan fund account audited at its option.

Section D. Employee pension contributions and the payment of loans to the pension program will be deducted in equal payments from the first two (2) salary payments to an employee in each month.

Section E. Regardless of medical coverage, employees who work three and one-half (3 1/2) hours or more a day at a VDT shall have an eye examination annually and, if it is determined by the examining doctor, shall be fitted for work glasses. All costs as set forth below shall be paid by the employer. Examinations and glasses shall be obtained at the Camden Optometric Clinic.

Annual Examination	\$25.00
Glasses (frames and lenses)	
Single	\$35.00
Double	\$50.00

## ARTICLE XXIV

### WORK RULES

Section A. The Commission may establish reasonable and necessary rules of work and conduct for employees as to the conditions of employment not included in this Agreement. Such rules shall be equitably applied and enforced and posted on employees' bulletin boards no later than ten (10) days prior to their effective date. The location of such employees' bulletin boards are to be established by mutual agreement of the parties hereto.

ARTICLE XXV

SAFETY AND HEALTH

Section A. The Commission shall, at all times, maintain safe and healthful working conditions, and tools or devices reasonably necessary in order to insure the safety and health of employees.

Section B. The Commission and the Union shall each designate a Safety Committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary to review conditions in general and to make recommendations to either/or both parties. The Safety Committee member representing the Union shall be permitted reasonable opportunity to visit work locations throughout the Commission facilities, where employees, covered by this Agreement, perform their duties, for the purpose of investigating safety and health conditions, during working hours, with no loss of pay, for periods not to exceed three (3) hours per week for any given week.

Section C. The Safety Committee member, who represents the Union, will notify the Director prior to making such inspections.

ARTICLE XXVI

EQUAL TREATMENT

Section A. The Commission agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, staff association membership or activities.

## ARTICLE XXVII

### GRIEVANCE PROCEDURES

Section A. Any grievance or dispute that might arise between the parties in reference to the application of or the meaning, or the interpretation of this Agreement shall be settled in the following manner:

Step 1: The aggrieved employee, Grievance Committee or the Union, at the request of the employee, shall take up the grievance or dispute with the Director within five (5) working days of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. The Director shall respond to the employee, Grievance Committee or Representative in writing within five (5) days of his or her receipt of the notice of the grievance.

Step 2: If the grievance still remains unadjusted it shall be presented by the Union, Grievance Committee or employee to the Commission in writing within seven (7) working days after the response from the Director was due. The Commission shall respond in writing within five (5) working days after its next regularly scheduled

meeting. From June 21 to the day following Labor Day, the Commission shall respond within thirty (30) days after the grievance has been presented. If the grievance remains unsettled, the Union may elect to pursue further steps described in Step 3.

Step 3: If the grievance remains unsettled, the Union may, within fifteen (15) working days after the reply of the Commission is due, by written notice to the Chairman of the Commission, request mediation by the Camden County Labor Relations Committee. The Camden County Labor Relations Committee shall render a decision in writing within fifteen (15) working days from the date of the hearing.

Step 4: If the grievance remains unsettled, the Representative may within fifteen (15) working days after the reply of the Commission is due, with notice to the Chairman, take those further steps permitted pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

Section E. Upon notice to and authorization of the

Director, representatives of the Union will be permitted to visit with employees during work hours at their work stations for the purpose of discussing Union representation matters. Such notice shall be made by the Union representative prior to the visit. Requests shall not be unreasonably denied so long as requests do not interfere with the normal business operations of the Library. Requests shall be denied summarily upon failure of the Union representative to provide the foregoing notice or upon the failure of the Union's representatives to secure authorization of the Administrative Office.

Section C. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance process.

ARTICLE XXVIII

JOB POSTING

Section A. The Commission shall post its notice of job vacancies and/or newly created positions for a period of five (5) days on the staff bulletin board.

## ARTICLE XXIX

### STRIKES AND LOCKOUTS

Section A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, a slow-down, walk-out or other illegal job action against the Commission. The Union agrees that such actions would constitute a material breach of this Agreement.

Section B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Commission and that the Union shall take such other steps as may be necessary under the circumstances to have the employees return to work or discontinue the job action.

Section C. Nothing contained in this Agreement shall be construed to limit or restrict the Commission in

its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

Section D. The Commission agrees that it will not engage in the lockout of any of its employees.

## ARTICLE XXX

### MANAGEMENT RIGHTS

Section A. The Commission hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, without limiting the generality of the foregoing, the following rights:

- (1) To engage in the executive management and administrative control of the Library and its properties, facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Commission.
- (2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- (3) The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the

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purposes of maintaining order, safety and/or the effective operation of the Library after advance notice thereof to the employees to require compliance by the employees.

- (4) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
- (5) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- (6) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- (7) The Commission reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Library.

Section B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Commission, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of

judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section C. Nothing contained herein shall be construed to deny or restrict the Commission in the exercise of any of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

## ARTICLE XXXI

### GENERAL PROVISIONS

Section A. It is agreed that representatives from the Commission and the Union will meet from time to time upon a reasonable request of either party to discuss matters of general interest or concern, including matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given by the Union and/or the Commission.

Section B. The jurisdiction and authority of the Commission over matters not covered by this Agreement are expressly reserved and impliedly reserved by the Commission.

Section C. Management shall inform the Union of any changes in working conditions that affect any employee under the bargaining unit concurrently with notice to the employee.

## ARTICLE XXXII

### SEPARABILITY

Section A. In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State Statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

Section B. In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void no later than sixty (60) days after the effective date of the legislation.

## ARTICLE XXXIII

### FULLY-BARGAINED AGREEMENT

Section A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIV

DURATION/TERMINATION

Section A. This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1993, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter unless either party notifies the other in writing within the time periods set forth herein. To commence negotiations for a successor agreement, either party shall notify the other in writing, no sooner than one hundred and twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

Section B. Notwithstanding Paragraph A hereof, salary increases as set forth in Article V Section A, and annexed in Appendix A, shall be effective retroactive to March 1, 1991.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Camden County Library, Camden County, New Jersey on this        day of

LOCAL 1454  
AFSCME COUNCIL 71

CAMDEN COUNTY LIBRARY

Beverly Siegmeister  
Beverly Siegmeister  
President

Dorothy Blindenbacher  
Dorothy Blindenbacher  
President

John Hemmy  
John Hemmy  
Business Agent

APPENDIX A

Section 1. Employees will be placed on the appropriate level of the salary scale.

Section 2. As of January 1, 1992, the entire scale will be increased by four (4) per cent.

Section 3. As of January 1, 1993, the entire scale will be increased by three (3) per cent and every employee will move up the scale one (1) step.

For the duration of this contract, January 1, 1991 through December 31, 1993, the parties agree that in the event an automated acquisition program is to be installed, that prior to its implementation, management will meet with Union representatives and the employees who will be involved with the program.

Also, a visit to a library where the program is operational will be part of the implementation of an automated acquisitions program if such a site is located within a two (2) hour car trip one way. If possible, the employees will have a hands-on demonstration of the program. Conference calls to other libraries could be arranged.

It is agreed by the parties that all employees involved with the acquisition program at Camden County Library shall have their own terminals and work stations.

For Local 1454  
District Council 71, AFSCME

For the Camden County  
Library Commission

John P. Kennedy Dorothy Blunderback  
Dated: 11/25/91

1991

	1	2	3	4	5	6	7	8	9	10	11
PAGE	5.6700	5.6401	6.0153	6.989	6.3816	6.5731	6.7703	6.9734	7.1826	7.6861	7.6200
I	7.4500	7.6739	7.9037	8.1409	8.3450	8.6166	8.8957	9.1626	9.4374	9.7206	10.0122
II	7.8225	8.0572	8.2989	8.5479	8.8043	9.0684	9.3405	9.6207	9.9083	10.2068	10.5128
III	8.2138	8.4600	8.7138	8.9742	9.2446	9.5216	9.8076	10.1017	10.4041	10.7163	11.0384
IV	8.6243	8.8930	9.1495	9.4240	9.7067	9.9979	10.2979	10.6068	10.9250	11.2528	11.5903
V	9.0555	9.3272	9.6070	9.8952	10.1921	10.4976	10.8126	11.1371	11.4713	11.8154	12.1698
VI	9.5083	8.7935	10.0874	10.3900	10.7017	11.0227	11.3534	11.6940	12.0448	12.4082	12.7784
VII	9.9837	10.2632	10.5917	10.9095	11.2368	11.5739	11.9211	12.2787	12.6471	13.0265	13.4173
VIII	10.4829	10.7974	11.1213	11.4549	11.7986	12.1528	12.5171	12.8926	13.2794	13.6776	14.0881
IX	11.0070	11.3373	11.6774	12.0272	12.3685	12.7802	13.1235	13.5373	13.9434	14.3617	14.7625

## 1992

	1	2	3	4	5	6	7	8	9	10	11
PAGE	5.8958	6.0737	6.2559	6.4356	6.6169	6.7980	7.0411	7.2522	7.4699	7.6940	7.9248
I	7.7480	7.9804	8.2199	8.4664	8.7204	8.9821	9.2515	9.5291	9.8149	10.1094	10.4127
II	8.1354	8.3795	8.6308	8.8898	9.1585	9.4312	9.7141	10.0055	10.3057	10.6149	10.9333
III	8.5422	8.7984	9.0624	9.3243	9.5142	9.8027	10.1986	10.5058	10.8210	11.1456	11.4800
IV	8.9663	9.2384	9.5155	0.0010	10.0950	10.3879	10.7098	11.0311	11.3620	11.7028	12.0540
V	9.4177	9.7003	9.9913	10.2910	10.5998	10.9177	11.2453	11.5828	11.9301	12.2860	12.8567
VI	9.8885	10.1853	10.4908	10.8056	11.1297	11.4636	11.8075	12.1818	12.5266	12.9024	13.2895
VII	10.3831	10.6946	11.0154	11.3459	11.8862	12.0368	12.3979	12.7899	13.1530	13.5475	13.9540
VIII	10.9022	11.2293	11.5862	11.9131	12.2705	12.6387	13.0178	13.4083	13.8108	14.2249	14.8517
X	11.473	11.7907	12.1448	12.5088	12.8841	13.2708	13.6687	14.0788	14.5013	14.9352	15.3842

1993

	1	2	3	4	5	6	7	8	9	10	11	12
PAGE	8.0737	8.2559	8.4438	8.6368	8.8360	7.0411	7.2523	7.4699	7.6940	7.9248	8.1628	8.4074
I	7.9804	8.2199	8.4664	8.7204	8.9821	8.2615	8.5291	8.8149	10.1094	10.4127	10.7250	11.0488
II	8.3795	8.6306	8.8886	9.1565	9.4312	8.7141	10.0055	10.3057	10.8149	10.9333	11.2813	11.5881
III	6.7964	8.0624	9.3343	9.6143	9.8027	10.1938	10.5058	10.8210	11.1456	11.4800	11.8244	12.1781
IV	9.2384	9.5155	9.6010	10.0950	10.3978	10.7098	11.0311	11.3620	11.7028	12.0540	12.4158	12.7860
V	9.7003	9.9913	10.2910	10.5998	10.8177	11.2453	11.5828	11.9301	12.2860	12.6567	13.0364	13.4274
VI	10.1853	10.4808	10.8055	11.1297	11.4536	11.8075	12.1618	12.5283	12.8024	13.2895	13.6862	14.0968
VII	10.6848	11.0154	11.3459	11.8862	12.0368	12.3878	12.7698	13.1530	13.5475	13.8540	14.3728	14.8038
VIII	11.2293	11.5652	11.9131	12.2705	12.6367	13.0178	13.4083	13.8106	14.2249	14.6517	15.0812	15.5440
IX	11.7807	12.1445	12.5086	12.6841	13.2706	13.6667	14.0768	14.5011	14.9382	15.3842	15.8458	16.3210

**WILLIAM T. DeFEO, D.D.S.**  
1800 DAVIS STREET  
FERRY OFFICE BUILDING  
CAMDEN, NEW JERSEY 08104  
Tel: 609-962-6106

August 9, 1988

Ms. Beverly Seigmester  
Echelon Library Association  
Echelon Urban Center  
Laurel Road  
Voorhees, New Jersey 08043

Re: Renewal- Dental Benefit Contract

Dear Beverly:

In accordance with our recent telephone conversation concerning the renewal of the dental benefit contract between the Echelon Library Association and William T. De Feo, D.D.S., P.A. & Associates, it gives me great pleasure to inform you that there will be no increase in prepayment for the term of the new contract.

The surcharges (member out of pocket expense) will remain the same except for General Anesthesia. Malpractice Insurance for Oral Surgery has increased to \$20,00.00 and unfortunately we must pass this inflated cost on our patients. The fee will be increased from \$20.00 to \$50.00.

We regret this increase however we have no alternative in this case.

Attached you will find a copy of the plan cost and dental benefits schedule for your review.

The term of the renewed contract would become effective on June 1, 1989 and terminate on May 31, 1991.

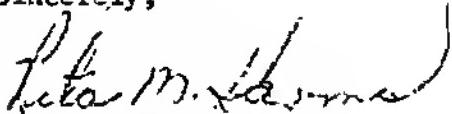
Our staff is committed to providing the most professional services to you, our valued patients, in a prompt and efficient manner.

Page Two

We thank you for your patronage over the years and look forward to the renewal of the contract.

If I can be of assistance to you at any time with your dental plan you need only to contact me.

Sincerely,



Rita M. Harms

Administrative Asst.

William T. De Feo, D.D.S., P.A. & Associates

PLAN COST AND PREPAYMENT

THE PLAN COST AND PREPAYMENT FOR YOUR DENTAL PROGRAM WILL BE:

(1) COMPOSITE RATE	\$12.50
(2) SELF ADMINISTERED	1.50
FREEDOM OF CHOICE PLAN PER ELIGIBLE	
EMPLOYEE PER MONTH.	

THE PLAN COSTS HAVE BEEN DESIGNED TO OFFER YOUR GROUP A FULL SERVICE  
DENTAL CARE PROGRAM UNDER A TWO (2) YEAR CONTRACT WITH NO INCREASE IN  
PREPAYMENT OR SURCHARGES FOR THE TERM OF THE CONTRACT.

Description of Basic Benefits [to be provided for plan Members; at no cost to Plan Member].

DIAGNOSTIC SERVICE	Usual Charge	Member Fee
X-Rays {full mouth and/or panorex}, clin. exam, study models, treatment plan	\$35.00	N/C
Recall Exam and bitewings	35.00	N/C
*Prophylaxis	35.00	N/C
<b>PREVENTIVE DENTISTRY</b> (Comprehensive Disease Control Program)		
Dental Health Education	25.00	N/C
Visual aids	25.00	N/C
Fluoride Treatments	25.00	N/C
Oral Hygiene instruction	25.00	N/C
<b>FILLINGS</b>		
Silver		
1 Surface	35.00	N/C
2 Surface	40.00	N/C
3 Surface or More	45.00	N/C
Composite resin fillings		
1 Surface	40.00	N/C
2 Surface	45.00	N/C
3 Surface or More	50.00	N/C
<b>EMERGENCY DENTAL VISIT</b>		
**[Relief of Pain]	25.00	N/C

\* Limit (1) every six (6) months

\*\* See explanation attached

	Usual Charge	Member Fee
<b>ROOT CANAL THERAPY</b>		
1 Canal	\$195.00	\$ 50.00
2 Canal	225.00	60.00
3 Canal	290.00	70.00
4 Canals or more	325.00	80.00
<b>PULPOTOMY DECIDUOUS</b>		
Removal of nerve tissue on primary teeth (not a root canal treatment) includes sedative restoration	35.00	15.00
<b>FULL DENTURE (upper or lower)</b>		
Porcelain or acrylic teeth (Complete)	400.00	110.00
<b>IMMEDIATE DENTURE (upper or lower)</b>		
Does not include surgical procedure or subsequent rebasing	450.00	110.00
<b>FULL DENTURE REPAIR</b>		
No teeth involved	40.00	12.00
for each tooth involved, add	25.00	6.00
<b>PARTIAL DENTURE-(upper or lower)</b>		
Simple (includes no more than three simple clasps)	400.00	135.00
<b>PARTIAL DENTURE (upper or lower)</b>		
Complex (includes more than three simple clasps-compound clasps - steel facing tube teeth-Kennedy bar, etc) excludes precision attachment	450.00	150/210
<b>ADJUSTMENT TO DENTURES</b>		
Adjustment to Denture - Complete	25.00	N/C
Adjustment to Denture - Partial	25.00	N/C
<b>PARTIAL DENTURE REPAIR</b>		
No teeth involved	40.00	12.00
for each tooth involved, add	25.00	6.00
for each additional clasp, add	50.00	12.00

	Usual Charge	Member Fee
RELINE INTRA-ORAL (upper or lower) Soft or Hard	\$100.00	\$15.00
RELINE - LABORATORY ( upper or lower)	150.00	40.00
REBASE (upper or lower) using existing teeth	200.00	40.00
RECEMENT CROWN	25.00	N/C.
TEMPORARY CROWN-Fractured tooth	100.00	25.00
CROWN AND BRIDGE (per unit)		
Porcelain veneer crown	425.00	135.00
Acrylic veneer crown	375.00	120.00
Full cast crown	425.00	90.00
Post for crown (cast)	100.00	60.00
Post for crown (clinical)	75.00	35.00
FIXED SPACE MAINTAINER		
Bilateral	175.00	50.00
Unilateral	150.00	25.00
STAINLESS STEEL CROWN	150.00	25.00
FILLINGS PIN REINFORCED		
Silver	40.00	15.00
Composite	50.00	15.00
(includes silver or composite fillings)		
** EXTRACTIONS		
Permanent-simple	50.00	7.00
Permanent-complex	75.00	13.00
Deciduous	40.00	5.00
SURGICAL (Covered by Major Medical)		
Impaction - soft	125.00	30.00
Impaction - partial bony	175.00	40.00
Impaction - full bony	225.00	70.00

## OPEN DENTAL PLAN VS DR. DE FEO'S DENTAL PLAN

89/90

<u>SERVICE:</u>	<u>OPEN DENTAL PLAN PAYS:</u>	<u>DR. DE FEO'S PLAN PAYS:</u>
DIAGNOSTIC Exam X-Rays Prophylaxis	50%	100%
RESTORATIVE (fillings)	50%	100%
ENDODONTICS (root canal)	20%	60%
CROWN AND BRIDGE	20%	70%
FULL DENTURES	20%	65%
PARTIAL DENTURES	20%	70%
EXTRACTIONS (simple)	50%	100%
ORAL SURGERY	20%	75%
PERIODONTICS (gum disease)	0%	25%
ORTHODONTICS	0%	25%
DEDUCTIBLE	\$100.00 Family 75.00 Member & Spouse 50.00 Single	\$0.00
PLAN LIMIT	\$250 Total/year	Unlimited

	Usual Charge	Member Fee
APICOECTOMY (root tip removal)	\$150.00	\$ 45.00
ALVEOLECTOMY (Upper or Lower) (area occ. by not less than 6 teeth) with extraction	\$100/\$125.00	35/50
ALEVOLECTOMY (upper or lower) comp. arch Procedure (Edentulous)	150.00	35/50
BIOPSY	50.00	15.00
EXCISION OF BENIGN LESION Minor lesion less than 1 CM	400.00	25/50
GENERAL ANESTHESIA	100.00 per $\frac{1}{2}$ hr.	50.00
FRENNECTOMY	150.00	30.00
ANALGESTA	25.00	5.00

\*\* Extractions resulting from the recommendation of the attending dentist with consent of the patient will result in NO CHARGE for the services rendered. Extractions resulting from the "demand of the patient" will result in a fee as listed in the plan for each tooth extracted.

Prosthetic devices requiring gold, or patient request for use of gold, will vary in cost based upon the current price of gold.

All additional services not listed above may be provided for at the level of prevailing fees.

(Dollar amounts indicated are fees for which the patient is responsible).

All teeth will be Nu-Hue, Diotone or equivalent.

In order to minimize the cost of the Plan to you and to avoid the expense of duplicate coverage, the Plan does not cover services for which other coverage is provided, such as Worker's Compensation, liability coverage or other Group Insurance and Major Medical Plans.